

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

CIVIL REVISION APPLICATION No 441 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE S.D.SHAH

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

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JOSHULA PRINTS

Versus

JAY ASSOCIATES

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Appearance:

MR MB GANDHI for Petitioners

SERVED BY DS for Respondent No. 1

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CORAM : MR.JUSTICE S.D.SHAH

Date of decision: 10/04/96

ORAL JUDGEMENT

1. Rule. Mr.Acharya waives service of rule on behalf of respondent. With the consent of learned advocates for parties matter is finally heard today.

2. Present CRA is filed by the original defendants challenging the order passed by the Ld.Chamebr Judge, City Civil Court in Summary Suit No.3555/94 whereby the

Ld.Chamber Judge has granted leave to defend on condition that the defendants shall deposit an amount of Rs.1,25,000/-. It is against such order that the original defendants have come before this Court.

3. At the hearing of this CRA, parties have produced before this court the consent terms in writing which are to be treated to be the consent terms in Summary Suit No.3555/94. The consent terms are signed by the petitioners as well as by their advocate--Mr.P.D.Vyas. The consent terms are also signed by Dharmen Shah as the partner of M/s Jay Associates, a partnership firm. Mr.Dharmen Shah is also present in the court and he admits the consent terms. Petitioner Nos 2 & 3 are also present in the court and they have also signed the consent terms and they also admit the terms and conditions of consent terms. The consent terms which are produced in this court are extensively corrected on pages 2 & 3 and such corrections are countersigned by the parties and their respective advocates.

4. In the consent terms the petitioner-defendants have agreed to pay and the respondent-plaintiff has agreed to receive in full and final settlement of his claim an amount of Rs.5 lacs provided such amount is paid on or before February 28, 1997. It is also recorded in the consent terms that the amount of Rs.50,000/- is paid in cash by the defendants to the plaintiff and Mr.Dharmen Shah who is present in the court and who is partner of the plaintiff-firm agrees and admits that he has received the said amount of Rs.50,000/- and that Rs.4,50,000/-is to be received by ten monthly equal instalments of Rs.50,000/- and that such instalments are to be paid by the the defendants regularly. It is recorded that in case of any default by the petitioner-defendants in making payment of monthly instalment of Rs.50,000/amount of Rs.1 lac shall be paid in the next month so as to include the amount of Rs.50,000/-instalment of earlier month. It is agreed that the payment of instalment shall commence from 1/5/96 It is further agreed between the parties that if the agreed amount is not paid within stipulated period the plaintiff shall be at liberty to execute the original decree which was passed by the Ld.Chamber Judge.

6. Aforesaid terms are recorded and decree in terms of consent terms is directed to be drawn by the City Civil Court. Xerox copy of consent terms along with judgment of this court be immediately sent to the City Civil Court with direction to draw the decree on the lines of consent terms.

7. Initial direction issued by this court for payment of amount by cheque would not survive and if the cheque is already tendered by the defendants, the defendants will be at liberty to effect stop payment thereof.

8. In the result CRA stands disposed of. Consent terms produced by the parties in this court are directed to be sent down to the City Civil Court with further direction to pass decree in terms of consent terms and on such decree being passed the Summary Suit No.3555/94 shall accordingly stand disposed of. Rule is made absolute accordingly. No costs.

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